

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF CENTRAL CALIFORNIA

Case No.: 2:21-bk-18205

In re : CRESTLLOYD, LLC, Debtor

**NOTICE OF SPECIAL & GOOD TENDER AND MOTION FOR RELATED RELIEF UNDER  
SALE ORDER MARCH 28, 2022 NO 247  
in Exclusive Jurisdiction within the meaning of Judge's Order at Case 2:21-bk-18205-DS Doc 247  
Filed 03/28/22 Entered 03/28/22 13:58:15, hereinafter "Sale Order"**

**Motion**

**WITHOUT WAIVING any right, remedy, or defense**, whereas I, Edward Roark Schwagerl (62cv173317), "Interested Party", *sui juris, pro per*, at all times clothed in prerogative powers, am competent with intent and purpose as Grantor/Settlor<sup>1</sup> of trust filed, now coming as the beneficiary in the above named bankruptcy action in good faith at moves this court for amendment of above referenced said Sale Order on the grounds of this good "Tender" dated 9-1-2023, whether accepted in whole or in part, modified or amended form, delivered herewith and for in chambers hearing the times set at the discretion of the court.

Edward Roark Schwagerl, Tenderor, is at all times without the District of Columbia, without the territorial jurisdiction of the United States, without a military occupied area, without the federated political subdivisions of the State, and at all times clothed in the ancient prerogative & equitable powers of a king who's mailing address and banker's signature card is filed and

<sup>1</sup> Unlawful or illegal purpose: In construing trust, unlawful purpose should not be imputed to settlor. *Hawthorne v. Smith*, 7 N.E. 2d 139, 273 N.Y. 291. Purposes for which trusts may be created "The intent and purpose of the settlor of the truth is the law of the trust" — *Edmonson v. First Nat. Bank of Birmingham*, 55 So. 2d 338, 352, 256, Ala. 449 — *Ingalls v. Ingalls*, 54 So. 2d 296, 301, 256 Ala. 321 — *Thurlow v. Berry*, 32 So. 2d 526, 532, 249 Ala. 597.

*E.R.S.*

acknowledged within the BNC SYSTEM, and is an interested party of record, grantor/depositor/bailor of nonreservable depositary funds<sup>2</sup> defined by the Judge "The Fund" defined July 21 Order, an original exemplified copy in full and accepted labeled **Annex 2** is annexed herewith, comes now at all times within the exclusive, in personam, and extraterritorial jurisdiction and independent judiciary, the certain hallmarks of the exclusive equitable jurisdiction ordained in said Sale Order 3-28-2022 AD, an original exemplified copy in full and accepted labeled **Annex 1** is annexed herewith, July 18 & July 21 orders and does now tenders within the meaning and Law of Tender as follows:

1. Tender is lodged upon the face of the record and constitutes actual and constructive notice to all men and parties domestic and extraterritorial, interested and non-interested;
2. Tender is by surety/subrogee/remainderman with inherent powers of substitution of undefined "Buyer" in said Sale Order and reassignment of collateral securities and remainderman interests held by tenant and/or joint-tenants in common including but limited to substitution of Buyer in said Sale Order and substitution of Buyer in "Purchase Agreement" referenced therein, but any conflicts arising therefrom this Tender controls under the rules of its exclusive jurisdiction.
3. Tender monetary specie, **Annex 4**, is remitted in the form of substituted private issue SF-1193 Treasury Vouchers, the drawee is Chief Financial Officer - Clerk of Court, Kathleen J. Campbell, fiduciary assignee, Occupant of the Office of Certifying Officer of the Federal Program Agency, U.S. Bankruptcy Court Clerk for C5000 Treasury Voucher per 12

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<sup>2</sup> A Treatise on the Law of Tender, and Bringing Money Into Court By Alva Roscoe Hunt, Book page 506 "...by the general deposit, he loans the money to the depositary, and the credit of the depositary becomes substituted for the money."

*E.R.S.*

U.S.C. 391, Treasury Financial Manual, Volume II, Part 4, Chapter 5000, et seq., applied for at the Clerk of Court Kathleen Benjamin, Suite 940, Roybal Building 255 East Temple Street Los Angeles California.

4. Tenderor substituted by operation of subrogation and stands in the shoes of the Buyer, reimburses, and that this Sale Order is amended accordingly as "Amended Order."

5. This affixed Gold Coin ten dollars face value, gold eagle 1/8th Oz 99% pure gold, deposited into the court's registry for the merging of title, affixed herewith emanates from prerogative *jure regio*, court of *curia regis*, an equitable estate tender for the legal estate THE ONE, curing ancient implied trusts, inchoate or imperfect title, nominal title, "impressed upon the conscience of previous sovereigns,"\* i.e., Spanish Crown, King George III, territorial congress, political subdivisions of the State of California, the District of Columbia, or any other foreign sovereign residual interests and relies upon the \*Supreme Court of the United States *Bryan v Kennett* 1803 October Term.

6. Tenderor accepts certified copy of deed in **Annex 3**, accepts exemplified copies of orders in **Annex 1** and **Annex 3**, with silver coin and dollar coins (Bouvier: "Property in lawful coin of the United States will pass by a transfer of possession..."), lawful money of the United States, Stamp Duty Transfer Tax Revenue Stamp Ten Dollars "canceled stamp" paid annexed herewith in their original exemplified and certified form, for nominal title, **Annex 3**.

7. Tenderor reimburses for Grant Deed (Annex 3) assignor Richard Saghian, as co-surety, his net cash payment totals of record, **\$137.97 million**, and additionally surcharges Saghian's co-surety reimbursement to include **\$212.03 million** for his services in protection and safeguarding of the premises & title under his care: **THE NET CONTEMPLATED SUM**



*E.R.S.*

**CERTAIN AMOUNT TENDERED TO SUBSTITUTED BUYER RICHARD SAGHIAN,  
ASSIGNOR IS \$U.S. 350,000,000.00 and 00/100's (three hundred fifty million dollars and  
zero cents), the tendered specie of which included herewith Annex 4 [redacted according to  
rule FRBP 9037(a)].**

8. Tender further includes, and is amends the filing associated with Doc 133 "Motion for Confirmation of Sale" including prepaid retracement by the Department of Interior, regarded as done applicable to Grant Deed No. 5 "OTHER RELIEF" as done, to be seized of the estate without the political subdivisions of the State of California by operation of law, and relates prior in time to said Sale Order.

9. Caveat Emptor. Tenderor be permitted free access for maximum of 3 days, with two weeks notice, or more upon request if necessary for final inspection and to be availed of any kind of material or substantive questions or concerns to be noted, if necessary in preparation for taking up control and possession of the premises: '*qui ignorare non debuit quod jus alienum emit.*' "Let the purchaser beware: he who buys what is another's is bound to know what he is buying." Gibson 1907 .

10. The monthly bills tendered in May 2023 included herein by refence, done per 31 CFR §328.5-6 are enforced in favor of Tenderor.

11. And any other general relief within the meaning of Judge's Sale Order appropriate under the circumstances.

12. Tender is in good faith and the nature of the law of tender necessitates the good faith cooperation between the Court, the Drawee, the Tenderee and Tenderor, and it expires on October 31, 2023 at Midnight PST. If no action by the Tenderee or Court are taken by that time it is requested that all materials be returned to P.O Box 120353, St Paul, Mn 55112.

LRJ

Respectfully Tendered,



Edward Roark Schwagerl, Interested Party. Movant.

Edward Roark Schwagerl (62cv173317).

Authorized Representative for Edward R. Schwagerl, Attorney In Fact.  
In Care of: #120353, RR C770 – 78, Saint Paul, Minnesota, zip exempt.  
Tel. +1 (612) 424-9660; Email: [private9660@docs.simplywise.com](mailto:private9660@docs.simplywise.com)

B1310 (Form 1310) (12/15)

United States Bankruptcy Court

Central District Of California

In Re:

Crestlloyd, LLC (Debtor)

Case No.

2:21-bk-18205-DS

EXEMPLIFICATION  
CERTIFICATE

I, Kevin Hernandez, Operations Manager, on behalf of Kathleen J. Campbell, clerk of the bankruptcy court for this district and keeper of the records and seal of this court, certify that the documents are true copies of Order granting debtor's motion for an order: (1) Approving the sale of the debtor's property free and clear of all liens, claims encumbrances, and interests, ..... (doc # 247) now remaining among the records of the court. In testimony of this statement, I sign my name, and affix the seal of this court at Los Angeles, in the State of California, this August 23, 2023  
[Seal of Court]

Kevin C. Hernandez

Operations Manager, on behalf of Kathleen J. Campbell  
Clerk of the Bankruptcy Court

I, Deborah J. Saltzman, Bankruptcy Judge for this district certify that Kevin Hernandez, Operations Manager, on behalf of Kathleen J. Campbell, is and was at the date of the above certificate clerk of the bankruptcy court for this district, duly appointed and sworn, and keeper of the records and seal of the court, and that the above certificate of the clerk and the clerk's attestation are in due form of law.

8/23/23

Date

dkpA

Bankruptcy Judge

I, Kevin Hernandez, Operations Manager, on behalf of Kathleen J. Campbell, clerk of the bankruptcy court for this district and keeper of the seal of the court, certify that the Honorable Deborah J. Saltzman is and was on the date of the above certificate a judge of this court, duly appointed and sworn; and that I am well acquainted with this handwriting and official signature and know and certify the signature written above to be of that of the judge.

In testimony of this statement, I sign my name, and affix the seal of the court at Los Angeles, in the State of California, this August 23, 2023.  
[Seal of Court]

Kevin C. Hernandez

Operations Manager, on behalf of Kathleen J. Campbell  
Clerk of the Bankruptcy Court

1 DAVID B. GOLUBCHIK (State Bar No. 185520)  
2 TODD M. ARNOLD (State Bar No. 221868)  
3 LEVENE, NEALE, BENDER, YOO & GOLUBCHIK L.L.P.  
4 2818 La Cienega Avenue  
5 Los Angeles, California 90034  
6 Telephone: (310) 229-1234  
7 Facsimile: (310) 229-1244  
8 Email: [dbg@lnbyg.com](mailto:dbg@lnbyg.com); [tma@lnbyg.com](mailto:tma@lnbyg.com)  
9  
10 Attorneys for Debtor and Debtor in Possession

FILED & ENTERED

MAR 28 2022

CLERK U.S. BANKRUPTCY COURT  
Central District of California  
BY Lewis DEPUTY CLERK

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8 **CHANGES MADE BY COURT**  
9  
10 UNITED STATES BANKRUPTCY COURT  
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12 CENTRAL DISTRICT OF CALIFORNIA  
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14 LOS ANGELES DIVISION

15 In re:

16 Case No. 2:21-bk-18205-DS

17 CRESTLOYD, LLC,

18 Chapter 11

19 Debtor and Debtor in Possession.

20 **ORDER GRANTING DEBTOR'S MOTION  
FOR AN ORDER:**

21 (1) APPROVING THE SALE OF THE  
22 DEBTOR'S REAL PROPERTY FREE AND  
23 CLEAR OF ALL LIENS, CLAIMS,  
24 ENCUMBRANCES, AND INTERESTS, WITH  
25 THE EXCEPTION OF ENUMERATED  
EXCLUSIONS;  
(2) FINDING THAT THE BUYER IS A  
GOOD FAITH PURCHASER;  
(3) AUTHORIZING AND APPROVING  
THE PAYMENT OF CERTAIN CLAIMS  
FROM SALE PROCEEDS;  
(4) WAIVING THE FOURTEEN-DAY  
STAY PERIOD SET FORTH IN  
BANKRUPTCY RULE 6004(h); AND  
(5) PROVIDING RELATED RELIEF

26 Hearing:

27 Date: March 21, 2022  
28 Time: 11:30 a.m.  
Place: Courtroom 1639  
255 East Temple Street  
Los Angeles, California 90012  
(via Zoom for Government only)

1 Conveyance Act and any other applicable laws of the United States, any state, territory or possession,  
2 or the District of Columbia.

3       5. The sale of the Property to the Buyer pursuant to the Purchase Agreement will be free  
4 and clear of any and all interests pursuant to § 363(f), with the exception of Items A1, C, D, E, F, 1-6,  
5 8-12 and 17 (the “Excepted Items”) set forth in the preliminary title report attached hereto as Exhibit  
6 1, with such interests to attach to the Sale Proceeds with the same validity, extent, and priority as  
7 before the closing of the sale.

8       6. The Debtor and the Buyer, and any escrow and title companies, are authorized to take  
9 any and all actions reasonably necessary to consummate the sale of the Property pursuant to the  
10 Purchase Agreement and this order. Lawrence Perkins, on behalf of the Manager of the Debtor, is  
11 authorized to execute any and all documents on behalf of the Debtor to effectuate the transactions  
12 contemplated by this order.

13       7. The Buyer is deemed to be a “good faith” purchaser within the meaning of § 363(m).

14       8. Upon the closing of the sale transaction approved by this order, and according to  
15 instructions to be provided by the Debtor, escrow must transfer the net proceeds from the Purchase  
16 Price, and either escrow or the Auctioneer must transfer the \$11,970,000 Rebate to the Debtor.

17       9. The 14-day stay of FRBP 6004(h) is waived to enable the sale of the Property to close as  
18 quickly as possible. This order is effective immediately upon entry. In the absence of any stay  
19 pending appeal, the Debtor and the Buyer, and any cooperating brokers, escrow company, and title  
20 company, are free to close under the Purchase Agreement at any time, subject to the terms of this  
21 order and the Purchase Agreement.

22       10. A certified copy of this order may be filed with the appropriate clerk and/or recorded  
23 with the county recorder to cancel any encumbrances of record, other than the Excepted Items.

24       11. On the Closing Date, the Debtor and the escrow company are authorized and directed to  
25 pay from the Sale Proceeds: (a) the outstanding balance of Hankey’s DIP Loan in the principal  
26 amount of \$12 million, plus all accrued interest, fees and costs (payoff amount: \$12,065,166.67, as of  
27 March 23, 2022, with per diem interest of \$2,833.33 thereafter); (b) Hankey’s senior receivership  
28 certificate loans in the principal amount of \$827,745, plus all accrued interest, fees and costs (payoff

1 amount: \$882,540.56, as of March 23, 2022, with per diem interest of \$229.93 thereafter); (c) the  
2 claims of any taxing authorities or governmental units as defined in § 101(27) apportioned to the  
3 Debtor prior to the close of the sale that are secured by liens not included in the Excepted Items  
4 (payoff amount: approximately \$2,649,078.30); (d) commission equal to 2% of the Purchase Price to  
5 be paid to and split equally between the Debtor's Brokers and the Buyer's Brokers, with any split  
6 between the Debtor's Brokers and the Buyer's Brokers to be determined by them (payoff amount:  
7 \$2,520,000); and (e) any other customary escrow closing fees and charges allocated to the Debtor  
8 (payoff amount: approximately \$318,052.50).

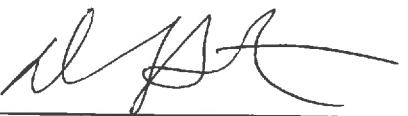
9       12. The Buyer has not assumed and/or is otherwise not obligated for any of the Debtor's  
10 liabilities. Consequently, upon entry of this Sale Order, all persons, governmental units (as defined in  
11 §§ 101(27) and 101(41)), and all holders of interests based upon or arising out of liabilities retained  
12 by the Debtor are hereby enjoined from taking any action against the Buyer or the Property, including  
13 asserting any setoff, right of subrogation or recoupment of any kind, or to recover any interest or  
14 enforce any claims or causes of action or on account of any liabilities of the Debtor.

15       13. This order is binding upon and governs the acts of all persons and entities with respect to  
16 the sale approved by this order, including, without limitation: the Debtor's bankruptcy estate, the  
17 Debtor and its successors and assigns, including, without limitation, any chapter 11 trustee or  
18 examiner hereinafter appointed or any chapter 7 trustee appointed; all creditors of the Debtor  
19 (whether known or unknown); the Buyer and his successors and assigns; the Property; filing agents;  
20 filing officers; title agents; recording agencies; secretaries of state; and all other persons and entities  
21 who may be required to report or insure any title in or to the Property or who may be required by  
22 operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or  
23 release any documents or instruments that reflect that the Buyer is the owner of the Property free and  
24 clear of any and all liens, claims, encumbrances, and interests other than the Excepted Items, except  
25 as otherwise provided in the Purchase Agreement and this order, and each of the foregoing persons  
26 and entities is hereby directed to accept for filing any and all of the documents and instruments  
27 necessary and appropriate to consummate the transactions contemplated by this order and the  
28 Purchase Agreement.

1           14. To the extent that there is any conflict between this order and the Purchase Agreement,  
2 this order controls.

3           15. The court retains exclusive jurisdiction to interpret, implement and enforce the terms and  
4 provisions of this order and the Purchase Agreement, and to decide any disputes concerning this  
5 order and the Purchase Agreement, or the rights and duties of the parties hereunder or thereunder or  
6 any issues relating to the Purchase Agreement and this order.

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24                  Date: March 28, 2022  
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Deborah J. Saltzman  
United States Bankruptcy Judge

## Exhibit 1



**Chicago Title Company**

725 South Figueroa Street, Suite 200, Los Angeles, CA 90017  
Phone: (213) 488-4300 • Fax: (213) 488-4377

Issuing Policies of Chicago Title Insurance Company

ORDER NO.: **00166345-994-LT2-1TW**

Main Office Line: **(213) 488-4300**

Chicago Title Company / Los Angeles  
725 S. Figueroa St., Suite 200  
Los Angeles, CA 90017  
ATTN: Mike Slinger  
Email: mike.slinger@ctt.com  
REF:

Title Officer: Ted Tan/Jennifer Wright (LA/Comm)  
Title Officer Phone: (213) 488-4394  
Title Officer Fax: (213) 488-4360  
Title Officer Email: TeamX77@ctt.com

PROPERTY: **944 ARIOLE WAY, LOS ANGELES, CA**

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**PRELIMINARY REPORT**

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

*The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.*

*This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.*

*The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Florida corporation.*

**Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.**

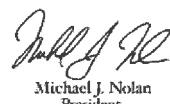
Chicago Title Company

By:

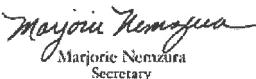
  
Authorized Signature



By:

  
Michael J. Nolan  
President

ATTEST:

  
Marjorie Nemzura  
Secretary



**Chicago Title Company**

725 South Figueroa Street, Suite 200, Los Angeles, CA 90017  
Phone: (213) 488-4300 • Fax: (213) 488-4377

## PRELIMINARY REPORT

**EFFECTIVE DATE:** February 4, 2022 at 7:30 a.m.

**ORDER NO.:** 00166345-994-LT2-1TW

The form of policy or policies of title insurance contemplated by this report is:

Preliminary Report Only

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

CRESTLLOYD, LLC, a California limited liability company, in receivership by Order of the Superior Court of California, County of Los Angeles, West District, Case No. 21SMCV01113, a certified copy thereof being recorded July 20, 2021 as [Instrument No. 2021-1113331 of Official Records](#), wherein Theodore Lanes was duly appointed as receiver, subject to the terms, provisions and restrictions set out in said Order, and subject to proceedings pending in the bankruptcy court where a petition for relief was filed October 26, 2021 on behalf of Crestlloyd, LLC in U.S. District, Court Central District of California, Case No. B18205.

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

PRELIMINARY REPORT  
YOUR REFERENCE:

Main Document Page 9 of 31

Chicago Title Company  
ORDER NO.: 00166345-994-LT2-1TW

## EXHIBIT "A"

### LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

#### PARCEL 1:

LOTS 1 AND 2 OF TRACT NO. 22727, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 623 PAGE(S) 81 TO 83 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF SAID LOTS LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE NORTHWESTERLY TERMINUS OF AIROLE WAY, 30 FEET WIDE, AS SHOWN ON SAID MAP, DISTANT THEREON SOUTH  $76^{\circ} 06' 07''$  WEST 2.86 FEET FROM THE MOST NORTHERLY CORNER THEREOF; THENCE LEAVING SAID TERMINUS ALONG A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 361.97 FEET AND CONCENTRIC WITH THAT CERTAIN CURVE IN THE WESTERLY LINE OF SAID LOT 1 HAVING A RADIUS OF 349.83 FEET; THENCE NORTHERLY 22.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $03^{\circ} 35' 48''$  TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 175.66 FEET; THENCE NORTHWESTERLY 119.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $39^{\circ} 06' 53''$ ; THENCE NORTH  $56^{\circ} 36' 22''$  WEST 7.97 FEET TO THE BEGINNING OF A CURVE CONCAVE NORtheasterly AND HAVING A RADIUS OF 90.80 FEET; THENCE NORTHWESTERLY 71.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $44^{\circ} 55' 04''$ ; THENCE NORTH  $11^{\circ} 41' 18''$  WEST 208.55 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 35.90 FEET; THENCE NORTHERLY 34.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $56^{\circ} 32' 34''$ ; THENCE NORTH  $44^{\circ} 51' 16''$  EAST 42.37 FEET TO THE CURVED SOUTHEASTERLY LINE OF STRADELLA ROAD, 40 FEET WIDE, AS SHOWN ON SAID MAP.

#### PARCEL 2:

THAT PORTION OF LOT 3 IN BLOCK 3 OF TRACT NO. 9745, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 141 PAGES 93 TO 96 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT, DISTANCE THEREON SOUTH  $13^{\circ} 13' 20''$  EAST 34.33 FEET FROM THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE IN SAID EASTERLY LINE SHOWN ON SAID MAP AS HAVING A BEARING AND LENGTH OF NORTH  $13^{\circ} 13' 20''$  WEST 106.35 FEET; THENCE NORTH  $89^{\circ} 27' 20''$  WEST 214.07 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF SAID LOT, DISTANT SOUTHERLY THEREON 54.93 FEET FROM THE NORTHERLY TERMINUS OF THAT CERTAIN CURVE IN SAID WESTERLY LINE HAVING A LENGTH OF 115.83 FEET.

APN: 4369-026-021

PRELIMINARY REPORT  
YOUR REFERENCE:

Chicago Title Company  
ORDER NO.: 00166345-994-LT2-1TW

## EXCEPTIONS (Continued)

E. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

F. The herein described property lies within the boundaries of a Community Facilities District (CFD) as follows:

CFD No: 2020-1  
For: Local Fire Prevention, Water Quality and Open Space Measure and other associated purposes  
Disclosed by: Notice of Special Tax Lien  
Recording Date: February 10, 2021  
Recording No.: [2021-0235371, Official Records](#)

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the County of Los Angeles.

1. Water rights, claims or title to water, whether or not disclosed by the public records.
2. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said Tract No. 22727;

Purpose: Drainage  
Affects: That portion of said land as shown on said map

3. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: November 13, 1947  
Recording No.: [1860, Official Records](#)

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

Modification(s) of said covenants, conditions and restrictions

Recording Date: February 7, 1949  
Recording No.: [2309, Official Records](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: April 15, 1949  
Recording No.: [2654, Official Records](#)

PRELIMINARY REPORT  
YOUR REFERENCE:

Chicago Title Company  
ORDER NO.: 00166345-994-LT2-1TW

## EXCEPTIONS (Continued)

4. Covenant and agreement wherein the owners agree to hold said Land as one parcel and not to sell any portion thereof separately. Said covenant is expressed to run with the Land and be binding upon future owners.

Recording Date: June 22, 1981  
Recording No.: [81-620826, Official Records](#)

Reference is hereby made to said document for full particulars.

5. An instrument entitled Master Covenant and Agreement

Executed by: Michael t. Walkup and Edith A. Press  
In favor of: City of Los Angeles  
Recording Date: December 22, 1994  
Recording No.: [94-2260589, Official Records](#)

Reference is hereby made to said document for full particulars.

6. Matters contained in that certain document

Entitled: Certificate of Compliance  
Dated: L.A. No. 94-062  
Executed by: City of Los Angeles Department of City Planning  
Recording Date: December 22, 1994  
Recording No.: [94-2260586, Official Records](#)

Reference is hereby made to said document for full particulars.

7. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$14,040,000.00  
Dated: March 13, 2013  
Trustor/Grantor: Crestlloyd LLC, a California limited liability company  
Trustee: First American Title Insurance Company, a California corporation  
Beneficiary: Inferno Realty, L.P., as to an undivided \$7,040,000.00 and Maybach Corporation Holdings, Inc., as to an undivided \$7,000,000.00 interest, as tenants in common  
Recording Date: March 13, 2013  
Recording No.: [20130384037, Official Records](#)

By various assignments, the beneficial interest thereunder is now held of record in:

Assignee: Inferno Investment Inc.  
Recording Date: November 10, 2015  
Recording No.: [20151375607, Official Records](#)

An agreement to modify the terms and provisions of said deed of trust as therein provided

Executed by: Crestlloyd, LLC, a California Limited Liability Company and Inferno Investment Inc.  
Recording Date: November 10, 2015  
Recording No.: [20151375608, Official Records](#)

## EXCEPTIONS (Continued)

An agreement recorded November 6, 2018 as [Instrument No. 20181122920, Official Records](#) which states that this instrument was subordinated to the document or interest described in the instrument.

Recording Date: November 6, 2018  
Recording No.: [20181122917, Official Records](#)

8. Covenant and agreement wherein the owners agree to hold said Land as one parcel and not to sell any portion thereof separately. Said covenant is expressed to run with the Land and be binding upon future owners.

Recording Date: September 5, 2013  
Recording No.: [20131298666, Official Records](#)

Reference is hereby made to said document for full particulars.

9. An instrument entitled Master Covenant and Agreement Regarding On-Site BMP Maintenance

Executed by: Nile Niami  
 In favor of: City of Los Angeles  
 Recording Date: September 24, 2013  
Recording No.: [20131385742, Official Records](#)

Reference is hereby made to said document for full particulars.

10. An instrument entitled Master Covenant and Agreement Regarding On-Site BMP Maintenance

Executed by: Nile Niami  
 In favor of: City of Los Angeles  
 Recording Date: February 7, 2014  
Recording No.: [20140139714, Official Records](#)

Reference is hereby made to said document for full particulars.

11. An irrevocable offer to dedicate an easement over a portion of said Land for

Purpose(s): Public street  
 Recording Date: June 4, 2014  
Recording No.: [20140578201, Official Records](#)

Said offer was accepted by resolution, a certified copy of which was recorded April 10, 2015 as [Instrument No. 20150395929, of Official Records..](#)

12. An instrument entitled Covenant and Agreement Regarding Maintenance of Building

Executed by: Nile Niami  
 In favor of: City of Los Angeles  
 Recording Date: February 17, 2016  
Recording No.: [20160172858, Official Records](#)

Reference is hereby made to said document for full particulars.

Case 2:21-bk-18205-DS Doc 247 Filed 03/28/22 Entered 03/28/22 13:58:15 Desc Main Document Page 15 of 31  
PRELIMINARY REPORT  
YOUR REFERENCE:

Chicago Title Company  
ORDER NO.: 00166345-994-LT2-1TW

## EXCEPTIONS (Continued)

16. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$6,196,810.64  
Dated: September 18, 2019  
Trustor/Grantor: Crestlloyd, LLC, a California limited liability company  
Trustee: Chicago Title Company  
Beneficiary: YOGI Securities Holdings, LLC, a Nevada limited liability company  
Recording Date: September 23, 2019  
Recording No: 20190989746, Official Records

The effect of a Substitution of Trustee and Full Reconveyance, recorded January 14, 2021 as Instrument No. 2021-076458 of Official Records.

(Note: We will require evidence of the full payment or satisfaction of said deed of trust as there does not appear to be an off-setting transaction of record.)

17. An instrument entitled Covenant and Agreement Regarding Maintenance of Building

Executed by: Crestlloyd, LLC  
In favor of: City of Los Angeles  
Recording Date: December 2, 2019  
Recording No: 20191317943, Official Records

Reference is hereby made to said document for full particulars.

18. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

19. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

20. A claim of mechanic's lien or materialman's lien

Claimant: American Truck & Tool Rentals Inc./American Rentals  
Amount: \$97,050.34  
Recording Date: June 29, 2020  
Recording No: 20200709010 of Official Records

A Notice of Pending Action to foreclose said lien

County: Los Angeles  
Court: Superior  
Case No.: 20SMCV01229 (consolidated with 20SMCV01264)  
Recording Date: May 5, 2021  
Recording No: 2021-0717597 of Official Records

PRELIMINARY REPORT  
YOUR REFERENCE:

Chicago Title Company  
ORDER NO.: 00166345-994-LT2-1TW

## EXCEPTIONS (Continued)

21. A claim of mechanic's lien or materialman's lien

Claimant: J&E Texture, Inc.  
Amount: \$214,147.50  
Recording Date: June 30, 2020  
Recording No: [20200712043 of Official Records](#)

A Notice of Pending Action to foreclose said lien

County: Los Angeles  
Court: Superior  
Case No.: 20SMCV01229  
Recording Date: December 14, 2020  
Recording No: [2020-01647158 of Official Records](#)

A Notice of Pending Action to foreclose said lien

County: Los Angeles  
Court: Superior  
Case No.: 20SMCV01229 (consolidated with 20SMCV01264)  
Recording Date: May 5, 2021  
Recording No: [2021-0717597 of Official Records](#)

22. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$5,000,000.00  
Dated: February 11, 2020  
Trustor/Grantor: CRESTLLOYD, LLC, a California limited liability company  
Trustee: Pacific Coast Title Company  
Beneficiary: Hilldun Corporation, a New York corporation  
Recording Date: September 4, 2020  
Recording No: [20201058770 of Official Records](#)

23. A claim of mechanic's lien or materialman's lien

Claimant: JMS Air Conditioning and Appliance Services, Inc.  
Amount: \$51,290.00  
Recording Date: May 6, 2021  
Recording No: [2021-0722265 of Official Records](#)

24. A claim of mechanic's lien or materialman's lien

Claimant: Calgrove Rentals Inc.  
Amount: \$12,338.95  
Recording Date: June 1, 2021  
Recording No: [2021-0868958 of Official Records](#)

PRELIMINARY REPORT  
YOUR REFERENCE:

Chicago Title Company  
ORDER NO.: 00166345-994-LT2-1TW

## EXCEPTIONS (Continued)

25. A claim of mechanic's lien or materialman's lien

Claimant: BMC West LLC  
Amount: \$2,398.60  
Recording Date: July 16, 2021  
Recording No: [2021-1102584 of Official Records](#)

26. A Receiver's Certificate #1

In favor of: Hankey Capital, LLC and Theodore Lanes, in his capacity as Receiver  
Amount: \$577,745.00  
Case No.: 21SMCV01113 Superior Court Los Angeles County  
Recording Date: July 23, 2021  
Recording No: [2021-1136088 of Official Records](#)

27. A Notice of Pending Lien

Executed by: City of Los Angeles  
Recording Date: January 31, 2020  
Recording No: [2020-0124042 of Official Records](#)

28. A claim of mechanic's lien or materialman's lien

Claimant: Parquet By Dian  
Amount: \$40,846.00  
Recording Date: September 8, 2021  
Recording No: [2021-1373746 of Official Records](#)

29. A claim of mechanic's lien or materialman's lien

Claimant: Powertek Electric, Inc.  
Amount: \$40,480.00  
Recording Date: September 23, 2021  
Recording No: [2021-1455960 of Official Records](#)

30. A claim of mechanic's lien or materialman's lien

Claimant: Kennco Plumbing, Inc.  
Amount: \$85,560.17  
Recording Date: October 5, 2021  
Recording No: [2021-1508207 of Official Records](#)

A Notice of Pending Action to foreclose said lien

County: Los Angeles  
Court: Superior  
Case No.: 21SMCV01656  
Recording Date: October 21, 2021  
Recording No: [20211585116 of Official Records](#)

## REQUIREMENTS SECTION

1. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.

2. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Crestlloyd, LLC, a California limited liability company

- a) A copy of its operating agreement, if any, and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member.
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity is currently domiciled.
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.
- f) If Limited Liability Company is a Single Member Entity, a Statement of Information for the Single Member will be required.
- g) Each member and manager of the LLC without an Operating Agreement must execute in the presence of a notary public the Certificate of California LLC (Without an Operating Agreement) Status and Authority form.

3. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All Individual Parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

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## END OF REQUIREMENTS

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**REQUIREMENTS**  
**(Continued)**

## INFORMATIONAL NOTES SECTION

1. The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land Single Family Residential property, known as 944 Ariole Way, located within the city of Los Angeles, California, , to an Extended Coverage Loan Policy.
2. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
3. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

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### END OF INFORMATIONAL NOTES

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Ted Tan/Jennifer Wright (LA/Comm)/tt6



## Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>



725 South Figueroa Street, Suite 200, Los Angeles, CA 90017  
Phone: (213) 488-4300 • Fax: (213) 488-4377

## **Notice of Available Discounts**

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

### **FNF Underwritten Title Company**

CTC – Chicago Title company  
CLTC – Commonwealth Land Title Company  
FNTC – Fidelity National Title Company of California  
FNTCCA - Fidelity National Title Company of California  
TICOR – Ticor Title Company of California  
LTC – Lawyer's Title Company  
SLTC – ServiceLink Title Company

### **Underwritten by FNF Underwriters**

CTIC – Chicago Title Insurance Company  
CLTIC - Commonwealth Land Title Insurance Company  
FNTIC – Fidelity National Title Insurance Company  
FNTIC - Fidelity National Title Insurance Company  
CTIC – Chicago Title Insurance Company  
CLTIC – Commonwealth Land Title Insurance Company  
CTIC – Chicago Title Insurance Company

### **Available Discounts**

#### **DISASTER LOANS (CTIC, CLTIC, FNTIC)**

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

## FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

#### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

#### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

**For Vermont Residents:** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

#### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

#### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

#### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

**Your Consent To This Privacy Notice; Notice Changes**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

**Accessing and Correcting Information; Contact Us**

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

## ATTACHMENT ONE (Revised 05-06-16)

### CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

#### EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

### CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

#### EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;

- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:

- a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
- b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.

9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

#### LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

#### 2006 ALTA LOAN POLICY (06-17-06)

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### EXCEPTIONS FROM COVERAGE

{Except as provided in Schedule B - Part II,} this policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

### {PART I}

{The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.}

### PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:}

## 2006 ALTA OWNER'S POLICY (06-17-06)

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

{The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records. }
7. {Variable exceptions such as taxes, easements, CC&R's, etc. shown here.}

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (04-02-15)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

B1310 (Form 1310) (12/15)

United States Bankruptcy Court Central District Of California	
In Re:  Crestlloyd, LLC (Debtor)	Case No.  2:21-bk-18205-DS
	EXEMPLIFICATION CERTIFICATE

I, Kevin Hernandez, Operations Manager, on behalf of Kathleen J. Campbell, clerk of the bankruptcy court for this district and keeper of the records and seal of this court, certify that the documents are true copies of Order regarding "settlement plan," "notice of and motion for confirmation of plan," and "motion for confirmation of plan" (doc # 510)

now remaining among the records of the court. In testimony of this statement, I sign my name, and affix the seal of this court at Los Angeles, in the State of California, this August 23, 2023  
[Seal of Court]

Kevin C. Hernandez

Operations Manager, on behalf of Kathleen J. Campbell  
Clerk of the Bankruptcy Court

I, Deborah J. Saltzman, Bankruptcy Judge for this district certify that Kevin Hernandez, Operations Manager, on behalf of Kathleen J. Campbell, is and was at the date of the above certificate clerk of the bankruptcy court for this district, duly appointed and sworn, and keeper of the records and seal of the court, and that the above certificate of the clerk and the clerk's attestation are in due form of law.

8/23/23

Date

dkps

Bankruptcy Judge

I, Kevin Hernandez, Operations Manager, on behalf of Kathleen J. Campbell, clerk of the bankruptcy court for this district and keeper of the seal of the court, certify that the Honorable Deborah J. Saltzman is and was on the date of the above certificate a judge of this court, duly appointed and sworn; and that I am well acquainted with this handwriting and official signature and know and certify the signature written above to be of that of the judge.

In testimony of this statement, I sign my name, and affix the seal of the court at Los Angeles, in the State of California, this August 23, 2023  
[Seal of Court]

Kevin C. Hernandez

Operations Manager, on behalf of Kathleen J. Campbell  
Clerk of the Bankruptcy Court

Case 2:21-bk-18205-DS Doc 510 Filed 07/21/23 Entered 07/21/23 11:46:36 Desc  
Main Document Page 1 of 3

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**JUL 21 2023**  
**CLERK U.S. BANKRUPTCY COURT**  
**Central District of California**  
**BY bakchell DEPUTY CLERK**

UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
LOS ANGELES DIVISION

In re:

CRESTLLOYD, LLC,

Debtor.

Case No. 2:21-bk-18205-DS

Chapter 11

**ORDER REGARDING “SETTLEMENT PLAN,” “NOTICE OF AND MOTION FOR CONFIRMATION OF PLAN,” AND “MOTION FOR CONFIRMATION OF PLAN”**

The court has recently received documents from Edward Roark Schwagerl, who has claimed to be an “interested party” in this case. Among these documents is a document titled “Settlement Plan” (the “Plan,” Docket No. 505, pages 1-6<sup>12</sup>), a document titled “Notice of and Motion for Confirmation of Plan” (the “Notice,” Docket No. 505, page 10), and a document titled “Motion for Confirmation of Plan” (the “Motion,” Docket No. 505, pages 11-12)<sup>3</sup>.

///

<sup>1</sup> Due to the presence of what appears to be personally identifying information within the scope of Fed. R. Bankr. P. 9037, the court has filed page 3 of this document under seal. (The “Seal Order,” Docket No. 501). The Seal Order requires Mr. Schwagerl to file a non-sealed version of this page with the personally identifying information redacted.

<sup>2</sup> Docket No. 505, Pages 7, 8, and 9 may also be exhibits or other documents related to the Plan. Like page 3, page 9 has been filed under seal pursuant to the Seal Order.

<sup>3</sup> Substantively identical versions of the Notice and the Motion are also included in a separate document filed by Mr. Schwagerl, Docket No. 506.

Case 2:21-bk-18205-DS Doc 510 Filed 07/21/23 Entered 07/21/23 11:46:36 Desc Main Document Page 2 of 3

1        In addition to requests that documents and “the Case” be sealed, which the court  
2 has addressed in the Seal Order, the Plan, Notice, and Motion appear to request relief with  
3 respect to real property located at 944 Airole Way, Los Angeles, California 90077 (the  
4 “Property”) formerly owned by debtor Crestlloyd, LLC (the “Debtor”) and a “Fund” and/or  
5 sums of money (possibly as much as \$144 billion, based on “deposit slips” attached to the  
6 Plan) as to which Mr. Schwagerl evidently believes the court can exercise control. The  
7 Plan also states that a hearing may be held on July 27, 2023 at 11:30 a.m.<sup>4</sup>

8            The Property was sold by the Debtor pursuant to the March 28, 2022 “Order  
9 Granting Debtor’s Motion: (1) Approving the Sale of the Property Free and Clear of All  
10 Liens, Claims, Encumbrances, and Interests with the Exception of Enumerated Exclusions;  
11 (2) Finding That the Buyer Is a Good Faith Purchaser; (3) Authorizing and Approving the  
12 Payment of Certain Claims from Sale Proceeds; (4) Waiving the Fourteen-Day Stay Period  
13 Set Forth in Bankruptcy Rule 6004(h), and (5) Providing Related Relief” entered on March  
14 28, 2022 (the “Sale Order,” Docket No. 247). On April 20, 2022, the Debtor filed a  
15 statement of sale (Docket No. 286) stating that the sale of the Property to The One Bel Air,  
16 LLC, the approved assignee of Richard Saghian, closed on March 30, 2022. Mr.  
17 Schwagerl did not file any timely appeal of the Sale Order. Because the Property was sold  
18 by the Debtor pursuant to the Sale Order, the court no longer has jurisdiction over the  
19 Property.

20            There are no funds on deposit with the court relating to this case. While the Debtor  
21 holds some proceeds of the sale of the Property, it certainly does not have anything close  
22 to the \$144 billion referenced in the “deposit slips” attached to the Plan. Moreover, there is  
23 no indication in the record that Mr. Schwagerl is a creditor of the Debtor. The Plan does  
24 not present accurate facts regarding the Debtor and the bankruptcy estate and does not  
25 propose a coherent plan of reorganization for the Debtor. Furthermore, the Plan, the  
26 Notice, and the Motion do not comply with the Bankruptcy Code or the Federal Rules of  
27            ///

28            <sup>4</sup> The reference to a possible hearing is among the non-confidential matters on the sealed page 3 of the Plan.

WARNING: THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

Substitute Special Form SF-1193 Voucher  
Letter of Credit

0002/28

Payable through:  
Cash Management Regulations and Compliance Staff  
Administrative Services Bureau of Government Financial Operations  
Department of the Treasury  
Treasury Annex No. 1 PB-809  
Washington DC 20220

Recipient Organization: EDWARD ROARK SCHWAGERL c/o P.O. Box 120353, Saint Paul, Minnesota 55112

Issuance Date: 1 September 2023

In Sum Certain Amount:

xxxxxxxxxx fifty million united states dollars 00/100's xxxxxxxxxxxxxxxxxxxxxxxxxx  
Credit Confirmor Kathleen J Benjamin, Clerk of Court  
Certifying Officer of the Federal Program Agency  
U.S. Bankruptcy Court Clerk  
Royal Federal RIdg  
255 East Temple St., Suite 940  
Los Angeles, CA 90012-3332  
Agency Number: n/a

\$50,000,000.00

0 0 0 2 : [REDACTED] 0 7 3 [REDACTED] 3 3 2 4

*[Signature]*  
The authorizing signature per 36 U.S.C. - Drawer

*In the absence of TFA Form 5851 this instrument of credit is proffered per CS000 Treasury Voucher per 12 U.S.C. 3301 et seq. and is annotated max value of \$50,000,000.00.*  
AVAILABILITY OF FUNDS STARTING PERIOD OF JULY 21, 2023,

SECURITY FEATURES INCLUDE FOIL HOLOGRAM • HEAT SENSITIVE ICON • MICROPRINT • MULTI-COLOR BACKGROUND

Fiduciary Instructions for Voucher Number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12: hold funds ESCROW for good tender; release funds on my order to intended Payee(s):

1. Richard Saghian, Seller/Vendor of The One Estate - \$350 million, remittance TBD, or as Ordered
2. Myself, the drawer, either in reversion or remainderman the balance owing remit to:

Edward Roark Schwagerl  
Wells Fargo, N.A.  
ABA: 091-000-019  
Account Number [REDACTED] 6396



Payable through:  
Cash Management Regulations and Compliance Staff  
Administrative Services Bureau of Government Financial Operations  
Department of the Treasury  
Treasury Annex No 1, PH-809  
Washington, DC 20226

WARNING: THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

Substitute Special Form SF-1193 Voucher  
Letter of Credit

0003/288

Recipient Organization: EDWARD ROARK SCHWAGERL c/o P.O. Box 120353, Saint Paul, Minnesota 55112

Issuance Date: 1 September 2023

In Sum Certain Amount:

xxxxxxxxxx fifty million united states dollars 00/100's xxxxxxxxxxxxxxxxxxxxxxxx  
Credit Confermer Kathleen J Benjamin, Clerk of Court  
Certifying Officer of the Federal Program Agency  
U.S. Bankruptcy Court Clerk  
Royal Federal Bldg  
266 East Temple St., Suite 940  
Los Angeles, CA 90012-5332  
Agency Number: n/a

\$50,000,000.00

0003 : [REDACTED] 073 [REDACTED] 3324

*[Signature]*  
The authorized signatory of the drawee

*In the absence of TFS Form 585, this instrument of credit is proffered per C3000 Treasury Regulation 1.5080-1, which provides that the availability of funds starting period of July 21, 2023.*

AVAILABILITY OF FUNDS STARTING PERIOD OF JULY 21, 2023.  
SECURITY FEATURES INCLUDE FOIL/HOLOGRAM • HEAT SENSITIVE ICON • MICROPRINT • MULTI-COLOR BACKGROUND

Fiduciary Instructions for Voucher Number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12: hold funds ESCROW for good tender; release funds on my order to intended Payee(s):

1. Richard Saghian, Seller/Vendor of The One Estate - \$350 million, remittance TBD, or as Ordered
2. Myself, the drawer, either in reversion or remainderman the balance owing remit to:

Edward Roark Schwagerl  
Wells Fargo, N.A.  
ABA: 091-000-0  
Account Number: [REDACTED] 5396



Payable through:  
Cash Management, Regulations and Compliance Staff  
Administrative Services Bureau of Government Financial Operations  
Department of the Treasury  
Treasury Annex No. 1, PB-809  
Washington, DC 20226

Substitute Special Form SF-1193 Voucher  
Letter of Credit

0004/2880

Recipient Organization: EDWARD ROARK SCHWAGERL c/o P.O. Box 120353, Saint Paul, Minnesota 55112

Issuance Date: 1 September 2023

In Sum Certain Amount: xxxxxxxxxxxx fifty million united states dollars 00/100's xxxxxxxxxxxxxxxxxxxxxxxxx

\$50,000,000.00

Credit Conformer Kathleen J Benjamin, Clerk of Court  
Certifying Officer of the Federal Program Agency  
U.S. Bankruptcy Court Clerk  
Hoyle Federal Bldg  
255 East Temple St., Suite 940  
Los Angeles, CA 90012-3332  
Agency Number: n/a

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*[Handwritten signature]*  
The undersigned certifies that the amount  
stated above is correct.

*In the absence of TPS Form 5851 this instrument of credit is proffered per CS400 Treasury Voucher per 12 USC 3501 et seq. and the Financial Manual, Volume II, Part 4, Chapter 5000, et seq., and is annotated max value of \$50,000,000.00.*  
**AVAILABILITY OF FUNDS STARTING PERIOD OF JULY 21, 2023**

SECURITY FEATURES INCLUDE FOIL HOLOGRAM • HEAT SENSITIVE ICON • MICROPRINT • MULTI-COLOR BACKGROUND

Fiduciary Instructions for Voucher Number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12: hold funds ESCROW for good tender; release funds on my order to intended Payee(s):

1. Richard Saghian, Seller/Vendor of The One Estate - \$350 million, remittance TBD, or as Ordered
2. Myself, the drawer, either in reversion or remainderman the balance owing remit to:

Edward Roark Schwagerl  
Wells Fargo, N.A.  
ABA: 091-000-012  
Account Number: [REDACTED] 8896



Payable through:  
Cash Management Regulations and Compliance Staff  
Administrative Services Bureau of Government Financial Operations  
Department of the Treasury  
Treasury Annex No. 1, PB-809  
Washington, DC 20226

Substitute Special Form SF-1193 Voucher

Letter of Credit

0005/2880

Recipient Organization: EDWARD ROARK SCHWAGERL c/o P.O. Box 120353, Saint Paul, Minnesota 55112

Issuance Date: 1 September 2023

In Sum Certain Amount: XXXXXXXXXX fifty million united states dollars 00/100's XXXXXXXXXXXXXXXXXXXXXXXXX

\$50,000,000.00

Credit Conffirmer Kathleen J. Bouganian, Clerk of Court  
Certifying Officer of the Federal Program Agency  
U.S. Bankruptcy Court Clerk  
Royal Federal Bldg  
256 East Temple St., Suite 940  
Los Angeles, CA 90012-3332  
Agency Number: n/a

0 0 0 8 :

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*R. Schagerl*



*In the absence of TFS Form 5051 this instrument of credit is proffered per C5000 Treasury Voucher per 12 U.S.C. 3501 et seq. and is annotated with value of \$50,000,000.00.*  
*AVAILABILITY OF FUNDS STARTING PERIOD OF JULY 21, 2023.*

SECURITY FEATURES INCLUDE FOIL HOLOGRAM • HEAT SENSITIVE ICON • MICROPRINT • MULTI-COLOR BACKGROUND

Fiduciary Instructions for Voucher Number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12: hold funds ESCROW for good tender; release funds on my order to intended Payee(s):

1. Richard Saghian, Seller/Vendor of The One Estate - \$350 million, remittance TBD, or as Ordered
2. Myself, the drawer, either in reversion or remainderman the balance owing remit to:

Edward Roark Schwagerl  
Wells Fargo, N.A.  
ABA: 091-000-012  
Account Number: 3396



Payable through:

Cash Management, Regulations and Compliance Staff  
Administrative Services Bureau of Government Financial Operations  
Department of the Treasury  
Treasury Annex No. 1, PB-800  
Washington, DC 20226

Substitute Special Form SF-1193 Voucher  
Letter of Credit

0006/2880

Recipient Organization: EDWARD ROARK SCHWAGERL c/o P.O. Box 120353, Saint Paul, Minnesota 55112

Issuance Date: 1 September 2023

In Sum Certain Amount:

XXXXXXXXXX fifty million united states dollars 00/100's XXXXXXXXXXXXXXXXXXXXXXXXXX

\$50,000,000.00

Credit Confirmor: Kathleen J Benjamin, Clerk of Court  
Certifying Officer of the Federal Program Agency  
U.S. Bankruptcy Court Clerk  
Royal Federal Bldg  
355 East Temple St., Suite 940  
Los Angeles, CA 90012-3362  
Agency Number: n/a

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In the absence of TPS Form 5851 this instrument of credit is proffered per C3000 Treasury Voucher per 12 U.S.C. 3901 et seq. and is valid for 1 year from the date of issue II, Part 4, Chapter 3000, et seq. and is annotated max value of \$50,000,000.00  
AVAILABILITY OF FUNDS STARTING PERIOD OF JULY 31, 2023

SECURITY FEATURES INCLUDE FOIL HOLOGRAM • HEAT SENSITIVE ICON • MICROPRINT • MULTI-COLOR BACKGROUND

Fiduciary Instructions for Voucher Number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12: hold funds ESCROW for good tender; release funds on my order to intended Payee(s):

1. Richard Saghian, Seller/Vendor of The One Estate - \$350 million, remittance TBD, or as Ordered
2. Myself, the drawer, either in reversion or remainderman the balance owing remit to:

Edward Roark Schwagerl  
Wells Fargo, N.A.  
ABA: 091-000-019  
Account Number: 3396



## Payable through:

Cash Management Regulations and Compliance Staff  
 Administrative Services Bureau of Government Financial Operations  
 Department of the Treasury  
 Treasury Annex No. 1, PB-800  
 Washington, DC 20220

Substitute Special Form SF-3193 Voucher  
Letter of Credit

0007/2880

Recipient Organization: EDWARD ROARK SCHWAGERL c/o P.O. Box 120353, Saint Paul, Minnesota 55112

Issuance Date: 1 September 2023

## In Sum Certain Amount:

xxxxxxxxxx fifty million united states dollars 00/100's xxxxxxxxxxxxxxxxxx0000000000

\$50,000,000.00

Credit Confirmor: Kathleen J Benjamin, Clerk of Court  
 Certifying Officer of the Federal Program: Agency  
 U.S. Bankruptcy Court Clerk  
 Royal Poinciana Bldg  
 266 East Temple St., Suite 840  
 Los Angeles, CA 90012-3352  
 Agency Number: n/a

0007

073

3324

The authorized signature of the Payee



In the absence of TES Form 5851 this instrument of credit is proffered per C5000 Treasury Voucher per 12 U.S.C. 3501 et seq. and is annotated in accordance with Part II, Part 4, Chapter 5000, et seq. and is annotated in accordance with \$350,000,000.00.

AVAILABILITY OF FUNDS STARTING PERIOD

JULY 21, 2023

SECURITY FEATURES INCLUDE FOIL HOLOGRAM • HEAT SENSITIVE ICON • MICROPRINT • MULTI-COLOR BACKGROUND

Fiduciary Instructions for Voucher Number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12: hold funds ESCROW for good tender; release funds on my order to intended Payee(s):

1. Richard Saghian, Seller/Vendor of The One Estate - \$350 million, remittance TBD, or as Ordered
2. Myself, the drawer, either in reversion or remainderman the balance owing remit to:

Edward Roark Schwagerl  
 Wells Fargo, N.A.  
 ABA: 091-000-01  
 Account Number: 6396



Payable through:  
Cash Management Regulations and Compliance Staff  
Administrative Services Bureau of Government Financial Operations  
Department of the Treasury  
Treasury Annex No. 1, PR-809  
Washington, DC 20220

Substitute Special Form SF-1193 Voucher  
Letter of Credit

0008/2880

Recipient Organization: EDWARD ROARK SCHWAGERL c/o P.O. Box 120353, Saint Paul, Minnesota 55112

Issuance Date: 1 September 2023

In Sum Certain Amount: xxxxxxxxx fifty million united states dollars 00/100's xxxxxxxxxxxxxxxxxxxxxxxxxx

\$50,000,000.00

Credit Confirmor Kathleen J Benjamin, Clerk of Court  
Certifying Officer of the Federal Program Agency  
U.S. Bankruptcy Court Clerk  
Royal Federal Bldg  
255 East Temple St., Suite 940  
Los Angeles, CA 90012-3332  
Agency Number: n/a

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*Sy. Saghan* [Signature]  
[Fingerprint]

*In the absence of TPS Form 3851 this instrument of credit is proffered per C5000 Treasury Voucher per 12 U.S.C. §3701 et seq. and is valid for a period of one year from the date of issuance. It is subject to the terms and conditions set forth in Part II, Part 4, Chapter 5000, et seq. and is annuitized into a maximum amount of \$50,000,000.00.*  
AVAILABILITY OF FUNDS STARTING PERIOD OF JULY 31, 2023

SECURITY FEATURES INCLUDE FOIL HOLOGRAM • HEAT SENSITIVE ICON • MICROPRINT • MULTI-COLOR BACKGROUND

Fiduciary Instructions for Voucher Number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12: hold funds ESCROW for good tender; release funds on my order to intended Payee(s):

1. Richard Saghanian, Seller/Vendor of The One Estate - \$350 million, remittance TBD, or as Ordered
2. Myself, the drawer, either in reversion or remainderman the balance owing remit to:

Edward Roark Schwagerl  
Wells Fargo, N.A.  
ABA: 091-000-01  
Account Number: 3396



Payable through:  
Cash Management, Regulations and Compliance Staff  
Administrative Services Bureau of Government Financial Operations  
Department of the Treasury  
Treasury Annex No. 1, PR-800  
Washington, DC 20226

Substitute Special Form SF-1193 Voucher  
Letter of Credit

0009/2880

Recipient Organization: EDWARD ROARK SCHWAGERL c/o P.O. Box 120353, Saint Paul, Minnesota 55112

Issuance Date: 1 September 2023

In Sum Certain Amount: XXXXXXXX fifty million united states dollars 00/100's XXXXXXXXXXXXXXXXXXXXXXXXX

\$50,000,000.00

Credit Confirmor Kathleen J Benjamin, Clerk of Court  
Certifying Officer of the Federal Program Agency  
U.S. Bankruptcy Court, Clerk  
Royal Peddler Blg  
355 East Temple St., Suite 940  
Los Angeles, CA 90012-3332  
Agency Number: n/a

0 0 0 9 : 0 7 4 3 3 2 4

The undersigned certifies that the above amount is correct.

In the absence of TPS Form 5451 this instrument of credit is proffered per C5000 Treasury Voucher per 12 U.S.C. 3451 et seq. and Chapter II, Part 4, Chapter 5000, et seq. and is available for payment starting July 21, 2023. The value of \$50,000,000.00.

AVAILABILITY OF FUNDS STARTING PERIOD OF JULY 21, 2023

SECURITY FEATURES INCLUDE FOIL HOLOGRAM • HEAT-SENSITIVE ICON • MICROPRINT • MULTI-COLOR BACKGROUND

Fiduciary Instructions for Voucher Number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12: hold funds ESCROW for good tender; release funds on my order to intended Payee(s):

1. Richard Saghian, Seller/Vendor of The One Estate - \$350 million, remittance TBD, or as Ordered
2. Myself, the drawer, either in reversion or remainderman the balance owing remit to:

Edward Roark Schwagerl  
Wells Fargo, N.A.  
ABA: 091-000-0  
Account Number: [REDACTED] 6396



WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

Payable through:

Cash Management, Regulations and Compliance Staff  
Administrative Services Bureau of Government Financial Operations  
Department of the Treasury  
Treasury Annex No. 1, PB-900  
Washington, DC 20226

Substitute Special Form SF-1393 Voucher

Letter of Credit

0010/2880

Recipient Organization: EDWARD ROARK SCHWAGERL c/o P.O. Box 120353, Saint Paul, Minnesota 55112

Issuance Date: 1 September 2023

In Sum Certain Amount:

xxxxxxxxxx fifty million united states dollars 00/100's xxxxxxxxxxxxxxxxxxxxxxxxxx

\$50,000,000.00

Credit Confermer Kathleen J Benjamin, Clerk of Courts  
Certifying Officer of the Federal Program Agency  
U.S. Bankruptcy Court Clerk  
Royal Federal Bldg  
255 East Temple St., Suite 940  
Los Angeles, CA 90012-5362  
Agency Number : n/a

0 0 1 0 :



3 3 2 4

Sy. Schif. [Signature]  
The undersigned signature is handwritten.

In the absence of TPS Form 5851 this instrument of credit is proffered per CS000 Treasury Voucher par 12 U.S.C. 3501 et seq. and the Manual, Volume II, Part J, Chapter 5000, et seq. and is annotated max value of \$50,000,000.00.  
AVAILABILITY OF FUNDS STARTING PERIOD OF JULY 21, 2023.

SECURITY FEATURES INCLUDE FOIL HOLOGRAM • HEAT SENSITIVE ICON • MICROPRINT • MULTI-COLOR BACKGROUND

Fiduciary Instructions for Voucher Number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12: hold funds ESCROW for good tender; release funds on my order to intended Payee(s):

1. Richard Saghian, Seller/Vendor of The One Estate - \$350 million, remittance TBD, or as Ordered
2. Myself, the drawer, either in reversion or remainderman the balance owing remit to:

Edward Roark Schwagerl  
Wells Fargo, N.A.  
ABA: 091-000-018  
Account Number: 6396



Payable through:  
Cash Management, Regulations and Compliance Staff  
Administrative Services Bureau of Government Financial Operations  
Department of the Treasury  
Treasury Annex No. 1 PB-800  
Washington, DC 20220

Substitute Special Form SF-1193 Voucher  
Letter of Credit

0011/2880

Recipient Organization: EDWARD ROARK SCHWAGERL c/o P.O. Box 120353, Saint Paul, Minnesota 55112

Issuance Date: 1 September 2023

In Sum Certain Amount: xxxxxxxx fifty million united states dollars 00/100's xxxxxxxxxxxxxxxxxxxxxxxxx

\$50,000,000.00

Credit Confirmor: Kathleen J Benjamin, Clerk of Court  
Certifying Officer of the Federal Program Agency  
U.S. Bankruptcy Court Clerk  
Haytal Federal Bldg  
365 East Temple St., Suite 940  
Los Angeles, CA 90012-3332  
Agency Number: n/a

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*Ehrl* *Rah*  
SF-1194 - Drawer

*In the absence of TPS Form 5851 this instrument of credit is proffered per CS000 Treasury Voucher per 12 U.S.C. 3103 and the Treasury Manual, Volume II, Part 4, Chapter 5000, et seq. and is annotated max value of \$50,000,000.00.*  
*AVAILABILITY OF FUNDS STARTING PERIOD OF JULY 21, 2023.*

SECURITY FEATURES INCLUDE FOIL-HOLOGRAM • HEAT SENSITIVE ICON • MICROPRINT • MULTI-COLOR BACKGROUND

Fiduciary Instructions for Voucher Number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12: hold funds ESCROW for good tender; release funds on my order to intended Payee(s):

1. Richard Saghian, Seller/Vendor of The One Estate - \$350 million, remittance TBD, or as Ordered
2. Myself, the drawer, either in reversion or remainderman the balance owing remit to:  
Edward Roark Schwagerl  
Wells Fargo, N.A.  
ABA: 091-000-01  
Account Number: 3 [REDACTED] 6396

Payable through:  
Cash Management Regulations and Compliance Staff  
Administrative Services Bureau of Government Financial Operations  
Department of the Treasury  
Treasury Annex No. 1, PR-800  
Washington, DC 20226

Substitute Special Form SF-1193 Voucher  
Letter of Credit

0012/2880

Recipient Organization: EDWARD ROARK SCHWAGERL c/o P.O. Box 120353, Saint Paul, Minnesota 55112

Issuance Date: 1 September 2023

In Sum Certain Amount: XXXXXXXX fifty million united states dollars 00/100's XXXXXXXXXXXXXXXXXXXXXXXXX

\$50,000,000.00

Credit Confirmor Kathleen J Benjamin, Clerk of Court  
Certifying Officer of the Federal Program Agency  
U.S. Bankruptcy Court Clerk  
Roybal Federal Bldg  
255 East Temple St., Suite 940  
Los Angeles, CA 90012-3352  
Agency Number : n/a

0012 :

073

3384



The undersigned certifies that the above is true - Drawer

*Sy: Sh* [Signature]  
*DR* [Signature]

*In the absence of TFS Form SRS1, this instrument of credit is proffered per C3000 Treasury Voucher per 12 U.S.C. § 141 et seq. and the General Manual, Volume II, Part 4, Chapter 5000, et seq. and is annulled at value of \$50,000,000.00.*  
AVAILABILITY OF FUNDS STARTING PERIOD OF JULY 21, 2023.

SECURITY FEATURES INCLUDE FOIL HOLOGRAM • HEAT SENSITIVE ICON • MICROPRINT • MULTI-COLOR BACKGROUND

Fiduciary Instructions for Voucher Number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12: hold funds ESCROW for good tender; release funds on my order to intended Payee(s):

1. Richard Saghian, Seller/Vendor of The One Estate - \$350 million, remittance TBD, or as Ordered
2. Myself, the drawer, either in reversion or remainderman the balance owing remit to:

Edward Roark Schwagerl  
Wells Fargo, N.A.  
ABA: 091-000-010  
Account Number: 3396



This page is part of your document - DO NOT DISCARD



20220355015



Pages:  
0004

Recorded/Filed in Official Records  
Recorder's Office, Los Angeles County,  
California

03/30/22 AT 08:00AM

FEES: 48.00  
TAXES: 705,600.00  
OTHER: 0.00

PCOR SURCHARGE \$20.00

PAID: 705,648.00



LEADSHEET



202203300180043

00022150036



013284557

SEQ:  
02

Adopted by  
Roark  
beneficiary

EDWARD ROARK SCHWAGERL  
PRIVATE EMINENT DOMAIN

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

E248971

166345

RECORDING REQUESTED BY:  
Chicago Title

AND WHEN RECORDED MAIL TO AND MAIL TAX  
STATEMENT TO:

The One Bel Air LLC  
1880 Century Park East  
1600  
Los Angeles, CA 90067

Order No. 166345 / Escrow No. CWB-AL-1143  
A.P.N. 4369-026-021

SPACE ABOVE IS RESERVED FOR RECORDER'S USE

### GRANT DEED

The undersigned Grantor(s) Declare(s):

Documentary Transfer Tax County is \$ 138,600.00 City Tax \$ 567,000.00

Computed on the full value of the interest or property conveyed, or  
 Computed on the full value less value of liens or encumbrances at time of sale  
Unincorporated Area  City of Los Angeles

The conveyance is made pursuant to that certain Bankruptcy Court Order filed MARCH 20, 2022, in U.S. Bankruptcy Court, Central District of California, Los Angeles Division case no. 2:21-bk-18205-DS entitled ORDER GRANTING DEBTOR'S MOTION FOR AN ORDER: (1) APPROVING THE SALE OF THE DEBTOR'S REAL PROPERTY FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS, WITH THE EXCEPTION OF ENUMERATED EXCLUSIONS; (2) FINDING THAT THE BUYER IS A GOOD FAITH PURCHASER; (3) AUTHORIZING AND APPROVING THE PAYMENT OF CERTAIN CLAIMS FROM SALE PROCEEDS; (4) WAIVING THE FOURTEEN-DAY STAY PERIOD SET FORTH IN BANKRUPTCY RULE 6004(H); AND (5) PROVIDING RELATED RELIEF, a certified copy thereof being recorded concurrently herewith.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
**Crestlloyd, LLC, a California Limited Liability Company**

grants to **The One Bel Air LLC, a Delaware Limited Liability Company**

the following described real property in the County of Los Angeles, State of California:

**LEGAL DESCRIPTION IS SET FORTH IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF**

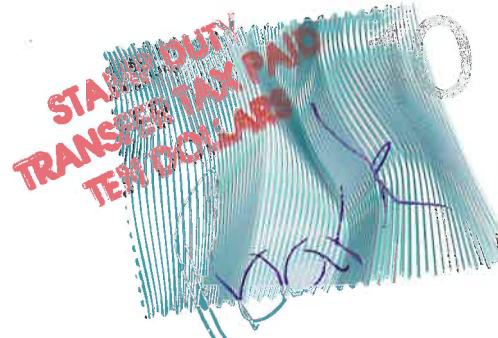
Commonly known as: 944 Airole Way, Los Angeles, CA 90077

Dated: March 22, 2022

Crestlloyd LLC, a California Limited Liability Company  
By: SierraConstellation Partners, LLC, Manager

By:   
Lawrence R. Perkins, as Authorized Signatory of SierraConstellation Partners, LLC

MAIL TAX STATEMENTS AS INDICATED ABOVE



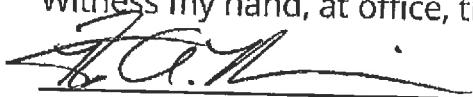
## TENNESSEE NOTARY ACKNOWLEDGMENT

State of Tennessee

County of Davidson

NOTARY — Personally appeared before me, Robert A. Mullins (name of officer), Notary (official capacity of office Lawrence R. Perkins (MANAGER)) (name of the natural person executing the instrument), with whom I am personally acquainted, and who acknowledged that such person executed the within instrument for the purposes therein contained (the following to be included only where the natural person is executing as agent), and who further acknowledged that such person is the (identification of the agency position of the natural person executing the instrument, such as "attorney-in-fact" or "president" or "general partner") of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this 23 day of MARCH, 20 22.



Notary Public

Printed Name: Robert A. Mullins

My Commission Expires:

3-7-23



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

LOTS 1 AND 2 OF TRACT NO. 22727, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 623 PAGE(S) 81 TO 83 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF SAID LOTS LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE NORTHWESTERLY TERMINUS OF AIROLE WAY, 30 FEET WIDE, AS SHOWN ON SAID MAP, DISTANT THEREON SOUTH  $76^{\circ} 06' 07''$  WEST 2.86 FEET FROM THE MOST NORTHERLY CORNER THEREOF; THENCE LEAVING SAID TERMINUS ALONG A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 361.97 FEET AND CONCENTRIC WITH THAT CERTAIN CURVE IN THE WESTERLY LINE OF SAID LOT 1 HAVING A RADIUS OF 349.83 FEET; THENCE NORTHERLY 22.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $03^{\circ} 35' 48''$  TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 175.66 FEET; THENCE NORTHWESTERLY 119.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $39^{\circ} 06' 53''$ ; THENCE NORTH  $56^{\circ} 36' 22''$  WEST 7.97 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 90.80 FEET; THENCE NORTHWESTERLY 71.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $44^{\circ} 55' 04''$ ; THENCE NORTH  $11^{\circ} 41' 18''$  WEST 208.55 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 35.90 FEET; THENCE NORTHERLY 34.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  $56^{\circ} 32' 34''$ ; THENCE NORTH  $44^{\circ} 51' 16''$  EAST 42.37 FEET TO THE CURVED SOUTHEASTERLY LINE OF STRADELLA ROAD, 40 FEET WIDE, AS SHOWN ON SAID MAP.

**PARCEL 2:**

THAT PORTION OF LOT 3 IN BLOCK 3 OF TRACT NO. 9745, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 141 PAGES 93 TO 96 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE EASTERLY LINE OF SAID LOT, DISTANCE THEREON SOUTH  $13^{\circ} 13' 20''$  EAST 34.33 FEET FROM THE NORTHERLY TERMINUS OF THAT CERTAIN COURSE IN SAID EASTERLY LINE SHOWN ON SAID MAP AS HAVING A BEARING AND LENGTH OF NORTH  $13^{\circ} 13' 20''$  WEST 106.35 FEET; THENCE NORTH  $89^{\circ} 27' 20''$  WEST 214.07 FEET, MORE OR LESS, TO A POINT IN THE WESTERLY LINE OF SAID LOT, DISTANT SOUTHERLY THEREON 54.93 FEET FROM THE NORTHERLY TERMINUS OF THAT CERTAIN CURVE IN SAID WESTERLY LINE HAVING A LENGTH OF 115.83 FEET.

**ERA - Real Estate Records**  
**Print Transaction Cover Sheet**

Date: 5/30/2023 9:20:57 AM

Location: NORWALK DEPARTMENT HEADQUARTERS

Transaction: 202305300360001



Name:

ROARK SCHWAGERL

Address:

PO BOX 120353

Payable through:  
 Cash Management Regulations and Compliance Staff  
 Administrative Services Bureau of Government Financial Operations  
 Department of the Treasury  
 Treasury Annex No. 1, PB-809  
 Washington, DC 20226

Recipient Organization: EDWARD ROARK SCHWAGERL c/o P.O. Box 120353, Saint Paul, Minnesota 55112

Issuance Date: 1 September 2023

**In Sum Certain Amount:**

xxxxxxxxxx fifty million united states dollars 00/100's xxxxxxxxxxxxxxxxxxxxxxxxx

\$50,000,000.00

Credit Confirmor Kathleen J Benjamin, Clerk of Court  
 Certifying Officer of the Federal Program Agency  
 U.S. Bankruptcy Court Clerk  
 Roybal Federal Bldg  
 255 East Temple St., Suite 940  
 Los Angeles, CA 90012-3332  
 Agency Number: n/a

0012 : 46804073 : 468643324

The authority is given to draw on the above amount - Drawer

*In the absence of TFS Form 5851 this instrument of credit is proffered per CS000 Treasury Voucher per 12 U.S.C. 3101 et seq. and is valid until Manual Volume II, Part 4, Chapter 5000, et seq. and is annotated max value of \$50 000 000 00*  
 AVAILABILITY OF FUNDS STARTING PERIOD OF JULY 21, 2023.

SECURITY FEATURES INCLUDE FOIL HOLOGRAM • HEAT SENSITIVE ICON • MICROPRINT • MULTI-COLOR BACKGROUND

Fiduciary Instructions for Voucher Number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12: hold funds ESCROW for good tender; release funds on my order to intended Payee(s):

1. Richard Saghian, Seller/Vendor of The One Estate - \$350 million, remittance TBD, or as Ordered
2. Myself, the drawer, either in reversion or remainderman the balance owing remit to:  
 Edward Roark Schwagerl  
 Wells Fargo, N.A.  
 ABA: 091-000-019  
 Account Number: 3461216396



Payable through:

Cash Management Regulations and Compliance Staff  
 Administrative Services Bureau of Government Financial Operations  
 Department of the Treasury  
 Treasury Annex No. 1, PB-909  
 Washington, DC 20226

Substitute Special Form SF-1193 Voucher  
 Letter of Credit

0011/288

Recipient Organization: EDWARD ROARK SCHWAGERL c/o P.O. Box 120353, Saint Paul, Minnesota 55112

Issuance Date: 1 September 2023

In Sum Certain Amount:

xxxxxxxxxx fifty million united states dollars 00/100's xxxxxxxxxxxxxxxxxxxxxxxxxx

\$50,000,000.00

Credit Confirmmer Kathleen J Benjamin, Clerk of Court  
 Certifying Officer of the Federal Program Agency  
 U.S. Bankruptcy Court, Clerk  
 Royal Federal Bldg  
 265 East Temple St., Suite 940  
 Los Angeles, CA 90012-3532  
 Agency Number: n/a

0011 46804073468643324

The guaranteed signature per SF-1194 - Drawer

*In the absence of TFS Form 5851 this instrument of credit is proffered per C5000 Treasury Voucher per 12 U.S.C. 3109. See also Circular Manual, Volume II, Part 4, Chapter 5000, et seq., and its annotated max value of \$50,000,000.00.*

AVAILABILITY OF FUNDS STARTING PERIOD OF JULY 21, 2023

SECURITY FEATURES INCLUDE FOIL HOLOGRAM • HEAT SENSITIVE ICON • MICROPRINT • MULTI-COLOR BACKGROUND

Fiduciary Instructions for Voucher Number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12: hold funds ESCROW for good tender; release funds on my order to intended Payee(s):

1. Richard Saghian, Seller/Vendor of The One Estate - \$350 million, remittance TBD, or as Ordered
2. Myself, the drawer, either in reversion or remainderman the balance owing remit to:  
 Edward Roark Schwagerl  
 Wells Fargo, N.A.  
 ABA: 091-000-019  
 Account Number: 3461216396



Payable through:  
 Cash Management Regulations and Compliance Staff  
 Administrative Services Bureau of Government Financial Operations  
 Department of the Treasury  
 Treasury Annex No. 1, PB 809  
 Washington, DC 20226

Recipient Organization: EDWARD ROARK SCHWAGERL c/o P.O. Box 120353, Saint Paul, Minnesota 55112

Issuance Date: 1 September 2023

In Sum Certain Amount: XXXXXXXXX fifty million united states dollars 00/100's XXXXXXXXXXXXXXXXXXXXXXXXXX

\$50,000,000.00

Credit Confirmor Kathleen J Benjamin, Clerk of Court  
 Certifying Officer of the Federal Program Agency  
 U.S. Bankruptcy Court Clerk  
 Royal Federal Bldg  
 255 East Temple St., Suite 940  
 Los Angeles, CA 90012-3332  
 Agency Number: n/a

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*by: Edward Roark*  
*The authorized signature for MCI-104-Drawer*

In the absence of TFS Form 5851 this instrument of credit is proffered per C5000 Treasury Voucher per 12 U.S.C. 3501 et seq. and is annotated max value of \$50,000,000.00  
 AVAILABILITY OF FUNDS STARTING PERIOD OF JULY 21, 2023

SECURITY FEATURES INCLUDE FOIL HOLOGRAM • HEAT SENSITIVE ICON • MICROPRINT • MULTI-COLOR BACKGROUND

Fiduciary Instructions for Voucher Number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12: hold funds ESCROW for good tender; release funds on my order to intended Payee(s):

1. Richard Saghian, Seller/Vendor of The One Estate - \$350 million, remittance TBD, or as Ordered
2. Myself, the drawer, either in reversion or remainderman the balance owing remit to:  
 Edward Roark Schwagerl  
 Wells Fargo, N.A.  
 ABA: 091-000-019  
 Account Number: 3461216396

Payable through:  
 Cash Management Regulations and Compliance Staff  
 Administrative Services Bureau of Government Financial Operations  
 Department of the Treasury  
 Treasury Annex No. 1, PB-809  
 Washington, DC 20226

Recipient Organization: EDWARD ROARK SCHWAGERL c/o P.O. Box 120353, Saint Paul, Minnesota 55112

Issuance Date: 1 September 2023

In Sum Certain Amount: XXXXXXXXX fifty million united states dollars 00/100's XXXXXXXXXXXXXXXXXXXXXXXXXX

\$50,000,000.00

Credit Confirmor Kathleen J Benjamin, Clerk of Court  
 Certifying Officer of the Federal Program Agency  
 U.S. Bankruptcy Court Clerk  
 Royal Federal Bldg  
 255 East Temple St., Suite 940  
 Los Angeles, CA 90012-3833  
 Agency Number: n/a

0008 : 46804073 468643324

The authority to sign for SF-1194 - Drawer



*In the absence of TFS Form 5851 this instrument of credit is proffered per CS000 Treasury Voucher per 12 USC 3501 et seq. and is annotated max value of \$50,000,000.00.*  
 AVAILABILITY OF FUNDS STARTING PERIOD OF JULY 21, 2023.

SECURITY FEATURES INCLUDE FOIL HOLOGRAM • HEAT SENSITIVE ICON • MICROPRINT • MULTI-COLOR BACKGROUND

Fiduciary Instructions for Voucher Number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12: hold funds ESCROW for good tender; release funds on my order to intended Payee(s):

1. Richard Saghian, Seller/Vendor of The One Estate - \$350 million, remittance TBD, or as Ordered
2. Myself, the drawer, either in reversion or remainderman the balance owing remit to:  
 Edward Roark Schwagerl  
 Wells Fargo, N.A.  
 ABA: 091-000-019  
 Account Number: 3461216396

Payable through:  
 Cash Management Regulations and Compliance Staff  
 Administrative Services Bureau of Government Financial Operations  
 Department of the Treasury  
 Treasury Annex No. 1, PB-809  
 Washington, DC 20226

Recipient Organization: EDWARD ROARK SCHWAGERL c/o P.O. Box 120353, Saint Paul, Minnesota 55112

Issuance Date: 1 September 2023

In Sum Certain Amount: XXXXXXXXX fifty million united states dollars 00/100's XXXXXXXXXXXXXXXXXXXXXXXXXX

\$50,000,000.00

Credit Confirmor Kathleen J Benjamin, Clerk of Court  
 Certifying Officer of the Federal Program Agency  
 U.S. Bankruptcy Court Clerk  
 Royal Federal Bldg  
 265 East Temple St., Suite 940  
 Los Angeles, CA 90012-3532  
 Agency Number: D/A

0 0 0 7 : 4 6 8 0 4 0 7 3 4 6 8 6 4 3 3 2 4



*by: Saghian*



The authorized signature for SF-1193 - Drawer

*In the absence of TFS Form 5851 this instrument of credit is proffered per CS000 Treasury Voucher per 12 U.S.C. 3501 et seq. and is annotated max value of \$50,000,000.00*  
 AVAILABILITY OF FUNDS STARTING PERIOD OF JULY 21, 2023

SECURITY FEATURES INCLUDE FOIL HOLOGRAM • HEAT SENSITIVE ICON • MICROPRINT • MULTI-COLOR BACKGROUND

Fiduciary Instructions for Voucher Number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12: hold funds ESCROW for good tender; release funds on my order to intended Payee(s):

1. Richard Saghdian, Seller/Vendor of The One Estate - \$350 million, remittance TBD, or as Ordered
2. Myself, the drawer, either in reversion or remainderman the balance owing remit to:  
 Edward Roark Schwagerl  
 Wells Fargo, N.A.  
 ABA: 091-000-019  
 Account Number: 3461216396



Payable through:  
 Cash Management Regulations and Compliance Staff  
 Administrative Services Bureau of Government Financial Operations  
 Department of the Treasury  
 Treasury Annex No. 1, PB-809  
 Washington, DC 20226

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Issuance Date: 1 September 2023

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 Certifying Officer of the Federal Program Agency  
 U.S. Bankruptcy Court Clerk  
 Royal Federal Bldg  
 255 East Temple St., Suite 940  
 Los Angeles, CA 90012-3332  
 Agency Number: n/a

0006 : 46804078 468645324

*by: [Signature]*

*In the absence of TFS Form 5851 this instrument of credit is proffered per C5000 Treasury Voucher per 12 USC 3901 et seq. and is annotated max value of \$50 000 000 00*  
**AVAILABILITY OF FUNDS STARTING PERIOD OF JULY 21, 2023**

SECURITY FEATURES INCLUDE FOIL HOLOGRAM • HEAT SENSITIVE ICON • MICROPRINT • MULTI-COLOR BACKGROUND

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Recipient Organization: EDWARD ROARK SCHWAGERL c/o P.O. Box 120353, Saint Paul, Minnesota 55112

Issuance Date: 1 September 2023

In Sum Certain Amount: xxxxxxxxx fifty million united states dollars 00/100's xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

\$50,000,000.00

Credit Confrmer Kathleen J Benjamin, Clerk of Court  
 Certifying Officer of the Federal Program Agency  
 U.S. Bankruptcy Court Clerk  
 Royal Federal Bldg  
 256 East Temple St., Suite 940  
 Los Angeles, CA 90012-3332  
 Agency Number: n/a

0005 : 46804075 468643324

*SJ: Ed Schwagerl*  
The electronic signature per SF-1193 - Drawer

In the absence of TFS Form 5851 this instrument of credit is proffered per CS000 Treasury Voucher per 12 USC 3500. It is issued in accordance with the Manual, Volume II, Part 4, Chapter 5000, et seq., and is annotated max value of \$50,000,000.00  
 AVAILABILITY OF FUNDS STARTING PERIOD OF JULY 21, 2023.

SECURITY FEATURES INCLUDE FOIL HOLOGRAM • HEAT SENSITIVE ICON • MICROPRINT • MULTI-COLOR BACKGROUND

Fiduciary Instructions for Voucher Number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12: hold funds ESCROW for good tender; release funds on my order to intended Payee(s):

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 Edward Roark Schwagerl  
 Wells Fargo, N.A.  
 ABA: 091-000-019  
 Account Number: 3461216396



## Payable through:

Cash Management Regulations and Compliance Staff  
 Administrative Services Bureau of Government Financial Operations  
 Department of the Treasury  
 Treasury Annex No. 1, PB-809  
 Washington, DC 20226

Recipient Organization: EDWARD ROARK SCHWAGERL c/o P.O. Box 120353, Saint Paul, Minnesota 55112

Issuance Date: 1 September 2023

**In Sum Certain Amount:** XXXXXXXXX fifty million united states dollars 00/100's XXXXXXXXXXXXXXXXXXXXXXXXXX

\$50,000,000.00

Credit Confirmor Kathleen J Benjamin, Clerk of Court  
 Certifying Officer of the Federal Program Agency  
 U.S. Bankruptcy Court Clerk  
 Royal Federal Bldg  
 255 East Temple St., Suite 940  
 Los Angeles, CA 90012-3832  
 Agency Number: n/a

0004 : 46804078 5468643324



*Sj: Schagerl*

The authorized signature per SF-1193 Voucher

*In the absence of TFS Form 5851 this instrument of credit is proffered per C5000 Treasury Voucher per 12 U.S.C. 3109. It is valid for a period of one year from the date of issue. It is subject to the terms and conditions set forth in the Treasury Manual, Volume II, Part 4, Chapter 5000, et seq. and is annotated max value of \$50,000,000.00.*  
**AVAILABILITY OF FUNDS STARTING PERIOD OF JULY 21, 2023**

SECURITY FEATURES INCLUDE FOIL HOLOGRAM • HEAT SENSITIVE ICON • MICROPRINT • MULTI-COLOR BACKGROUND

Fiduciary Instructions for Voucher Number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12: hold funds ESCROW for good tender; release funds on my order to intended Payee(s):

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Payable through:  
 Cash Management Regulations and Compliance Staff  
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 Treasury Annex No 1, PB-809  
 Washington, DC 20226

Recipient Organization: EDWARD ROARK SCHWAGERL c/o P.O. Box 120353, Saint Paul, Minnesota 55112

Issuance Date: 1 September 2023

In Sum Certain Amount: XXXXXXXXX fifty million united states dollars 00/100's XXXXXXXXXXXXXXXXXXXXXXXXXX

\$50,000,000.00

Credit Confirmor Kathleen J Benjamin, Clerk of Court  
 Certifying Officer of the Federal Program Agency  
 U.S. Bankruptcy Court Clerk  
 Royal Federal Bldg  
 262 East Temple St., Suite 940  
 Los Angeles, CA 90012-3332  
 Agency Number: n/a

0003 : 46804073 3468643384



The authorized signature per SF-1194 - Drawer



*In the absence of TFS Form 5851 this instrument of credit is proffered per CS000 Treasury Voucher per 12 USC 3501 et seq. and is annotated max value of \$50,000,000.00*

AVAILABILITY OF FUNDS STARTING PERIOD OF JULY 21, 2023

SECURITY FEATURES INCLUDE FOIL HOLOGRAM • HEAT SENSITIVE ICON • MICROPRINT • MULTI-COLOR BACKGROUND

Fiduciary Instructions for Voucher Number 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12: hold funds ESCROW for good tender; release funds on my order to intended Payee(s):

1. Richard Saghian, Seller/Vendor of The One Estate - \$350 million, remittance TBD, or as Ordered
2. Myself, the drawer, either in reversion or remainderman the balance owing remit to:  
 Edward Roark Schwagerl  
 Wells Fargo, N.A.  
 ABA: 091-000-019  
 Account Number: 3461216396



Payable through:  
 Cash Management Regulations and Compliance Staff  
 Administrative Services Bureau of Government Financial Operations  
 Department of the Treasury  
 Treasury Annex No. 1, PB-809  
 Washington, DC 20226

Recipient Organization: EDWARD ROARK SCHWAGERL c/o P.O. Box 120353, Saint Paul, Minnesota 55112

Issuance Date: 1 September 2023

In Sum Certain Amount: xxxxxxxxx fifty million united states dollars 00/100's xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

\$50,000,000.00

Credit Confirmor Kathleen J Benjamin, Clerk of Court  
 Certifying Officer of the Federal Program Agency  
 U.S. Bankruptcy Court Clerk  
 Royal Federal Bldg  
 256 East Temple St., Suite 940  
 Los Angeles, CA 90012-3332  
 Agency Number: n/a

0002 : 46804075 468643324


*The authorized signature per SF-1194 - Drawer*

*In the absence of TFS Form 5851 this instrument of credit is proffered per C5000 Treasury Voucher per 12 U.S.C. § 3501 et seq. and is valid for one year from the date of issuance. This instrument is subject to the terms and conditions set forth in the Treasury Manual, Volume II, Part 4, Chapter 5000, et seq., and is annotated max value of \$50,000,000.00.*  
 AVAILABILITY OF FUNDS STARTING PERIOD OF JULY 21, 2023.

SECURITY FEATURES INCLUDE FOIL HOLOGRAM • HEAT SENSITIVE ICON • MICROPRINT • MULTI-COLOR BACKGROUND

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 Wells Fargo, N.A.  
 ABA: 091-000-019  
 Account Number: 3461216396



Payable through:  
 Cash Management Regulations and Compliance Staff  
 Administrative Services Bureau of Government Financial Operations  
 Department of the Treasury  
 Treasury Annex No. 1, PB 809  
 Washington, DC 20226

**Substitute Special Form SF-1193 Voucher**  
 Letter of Credit

0001/2880

Recipient Organization: EDWARD ROARK SCHWAGERL c/o P.O. Box 120353, Saint Paul, Minnesota 55112

Issuance Date: 1 September 2023

**In Sum Certain Amount:**

xxxxxxxxxx fifty million united states dollars 00/100's xxxxxxxxxxxxxxxxxxxxxxxxx

\$50,000,000.00

Credit Confirmor Kathleen J Benjamin, Clerk of Court  
 Certifying Officer of the Federal Program Agency  
 U.S. Bankruptcy Court Clerk  
 Rydal Federal Bldg  
 255 East Temple St., Suite 940  
 Los Angeles, CA 90012-3332  
 Agency Number: n/a

0 0 0 1 : 4 6 8 0 4 0 7 3 4 6 8 6 4 3 3 2 4

The authorized drawer is per SF-1193 - Drawer

*In the absence of TPS Form 5851 this instrument of credit is proffered per C5000 Treasury Voucher per 12 U.S.C. 391, Treasury Financial Manual, Volume II, Part 4, Chapter 5000, et seq. and is annotated max value of \$50,000,000.00*  
 AVAILABILITY OF FUNDS STARTING PERIOD OF JULY 21, 2023

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 Edward Roark Schwagerl  
 Wells Fargo, N.A.  
 ABA: 091-000-019  
 Account Number: 3461216396



**Los Angeles Co RR/CC Norwalk Real Estate**  
12400 Imperial Highway, Norwalk, CA 90650  
**VitalChek Receipt - Phone Order (Card Keyed-In)**  
**Cardholder Copy**

**Order Date/Time:** 5/30/2023 09:18 AM PDT  
**Confirmation Number:** 162913325  
**Payment Applied towards:** Real Estate Records  
**Card Holder:** ROARK SCHWAGERL

**Transaction Type:** Purchase  
**Approval Code:** 2XSKN6  
**Transaction Ref #:** 36100001  
**Payment Method:** MC(8302)

**Ship To**

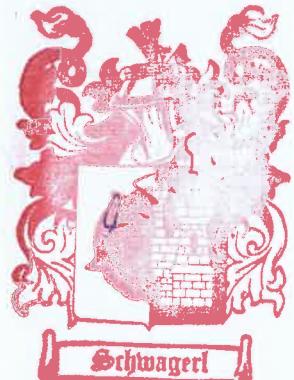
ROARK SCHWAGERL  
PO BOX 120353  
SAINT PAUL, MN 55112  
United States of America

<b>Authorization:</b>	Paid in Full
<b>Agency Amount:</b>	\$12.00
<b>Other Agency Amount:</b>	\$0.00
<b>Shipping Amount:</b>	\$0.00
<b>LN Service Fee:</b>	\$1.75
<b>Total Amount(USD):</b>	\$13.75

**Refund Policy:** Please contact the agency listed on the receipt to request a refund.

Allonge attached at  
all times to #20220355615

Addition  
Addencement by Roark  
clothed at all times in his  
ancient devolved powers of an  
King; for his use, possession,  
and enjoyment and disposition;



Roark



RR 662 692 550 US -32.2.4

Dean C. Logan  
Los Angeles County Registrar / Recorder  
12400 Imperial Highway, Norwalk, CA  
(800)201-8999

REAL ESTATE RECORDS

NORWALK DEPARTMENT HEADQUARTER

Cashier: D. ESTRADA



\* 2 0 2 3 0 5 3 0 0 3 6 0 0 0 1 \*

Tuesday, May 30, 2023 9:17 AM

Item(s)

Fee	Qty	Total
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20220355015

CERTIFIED COPY (FIRST PAG 1	\$6.00
CERTIFIED COPY (ADDITIONA 2	\$6.00

**Total                          \$12.00**

Customer payment(s):

Credit Card	\$12.00
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STAMP DUTY  
TRANSFER TAX PAID  
TEN DOLLARS



EDWARD ROARK SCHWAGERL  
PRIVATE EMINENT DOMAIN



Acceptance  
by: Schwagerl, Roh, grantee/transferree  
with One Dollar Laufer Silver of the United States of America  
and other valuable consideration.





FROM THE ENVOY OF  
schwagerl, edward roark  
Edward Roark Schwagerl™ Living Estate Trust  
near—2551 38<sup>th</sup> ave NE, private unit #324  
St Anthony, State of Minnesota republic. North America.  
[RR662692550us29trust@gmail.com](mailto:RR662692550us29trust@gmail.com)  
tel. +1 612-720-3784  
D/B/A EDWARD ROARK SCHWAGERL, a banking institution.  
Within Const. Art. IV Sec 3 Cl 1 without the State-Territory-District

GIVEN FOR PATENT RIGHT IN GOOD FAITH AT WILL  
EDWARD ROARK Schwagerl™ Living Estate Owner of "THE ONE" at  
RR CODE - 44, #944 Los Angeles, California  
Parcel Number: 4369-026-021  
Special Warranty Deed Number 230000226  
Latitude 34.088720 Longitude -118.452010  
Land Lot Size: 166826 Sq. Ft, 3.8298 Acres  
Subrogee to Crestleyd, LLC's creditors, Case No. : 2:21-

UNITED STATES POSTAL SERVICE  
REGISTERED MAIL™



Label 200, August 2005 PSM 700-01-000-9311



for  
Nominated  
Tender

FOR, AND IN CONSIDERATION OF, TWENTY-ONE DOLLAR LAWFUL COINS PER  
THE SEVENTH AMENDMENT 1789 AND ARTICLE 1, SECTION 10, CLAUSE 4  
"make any Thing but gold and silver Coin a Tender in Payment of Debts"  
TENDERED BY, AND RETURNED TO, EDWARD ROARK SCHWAGERL.